IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Phil Rowland and Alberta Rowland,	)	
	)	
Plaintiffs,	)	Civil Action File No.:
	)	
v.	)	
	)	
Equifax Information Services, LLC,	)	**COMPLAINT**
	)	**WITH JURY TRIAL DEMAND**
Defendant.	)	
______________________________	)	

PRELIMINARY STATEMENT

This action for damages is based on Equifax's false reporting on Plaintiffs' credit file and/or consumer reports, failures to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiffs, and failures to conduct reasonable reinvestigations with respect to such information.

PARTIES

1. Plaintiff, Phil Rowland (hereinafter "Mr. Rowland"), is a natural person who resides in Gwinnett County, Georgia.

2. Mr. Rowland is an individual and is, therefore, a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

3. Plaintiff, Alberta Rowland (hereinafter "Ms. Rowland"), is a natural person who resides in Gwinnett County, Georgia.

4. Ms. Rowland is an individual and is, therefore, a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

5. Defendant, Equifax Information Services, LLC (hereinafter "Equifax"), is a limited liability corporation formed under the laws of the State of Georgia. Equifax may be served with process via its registered agent, Shawn Baldwin, at 1550 Peachtree Street NE, Suite H46, Atlanta, Georgia 30309-2402.

6. Equifax regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties and uses interstate commerce to prepare and/or furnish the reports. Accordingly, Equifax is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f).

JURISDICTION AND VENUE

7. This Court has federal question jurisdiction over Plaintiffs' Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq*., claims, pursuant to 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

8. This Court has personal jurisdiction over Equifax, pursuant to O.C.G.A. § 9-10-91(1), because, *inter alia*, Equifax frequently and routinely conducts business in the State of Georgia, including the conduct complained of herein.

9. Pursuant to 28 U.S.C. § 1391, venue is proper in the Northern District of Georgia because a substantial part of the events or omissions giving rise to the claims occurred in this district. Pursuant to LR 3.1B(3), NDGa, venue is proper in the Atlanta Division because Equifax maintains an agent for service of process within the Atlanta Division.

Factual Allegations Derived from Plaintiffs' Mortgage

10. On or about September 23, 2005, Plaintiffs obtained a loan from Countrywide Home Loans, Inc. for the original principal amount of $197,600.00 (the "Mortgage").

11. The Mortgage is collateralized by residential real property located at 2848 Stockbridge Way, Dacula, Georgia 30019-7827, as evidenced by the Security Deed recorded at Deed Book 44650, Page 1, in the Superior Court of Gwinnett County.

12. On or about January 20, 2012, the Mortgage was transferred from Countrywide Home Loans, Inc. to The Bank of New York Mellon, as trustee for Bank

of America, N.A. (hereinafter "Bank of America"), as evidenced by the Assignment recorded at Deed Book 51151, Page 119, in the Superior Court of Gwinnett County.

Factual Allegations Derived from Plaintiffs' Bankruptcy Case

13. On October 28, 2011, Plaintiffs filed a Chapter 13 Voluntary Bankruptcy Petition in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, Case Number 11-80993 (the "Bankruptcy Case").

14. In Schedule D of their Bankruptcy Petition, Plaintiffs listed Bank of America as having a secured claim for the Mortgage in the amount of $181,987.00.

15. On February 15, 2012, Plaintiffs filed their Chapter 13 Plan in accordance with 11 U.S.C. § 1322(b)(5), providing for the cure of any then-deficiency and the direct payment of all future Mortgage payments by Plaintiffs to Bank of America.

16. On March 13, 2012, Bank of America filed a Proof of Claim in Plaintiffs' Bankruptcy Case, claim number 16, representing it was owed $181,801.11, inclusive of $77.28 in arrearages.

17. On March 14, 2012, Plaintiffs' Plan was confirmed and became *res judicata* as to Plaintiffs and Bank of America.

18. Bank of America was served with a copy of the Confirmation Order on March 16, 2012 by the Bankruptcy Noticing Center.

19. On January 31, 2014, the Bankruptcy Court received and filed a Notice of Transfer, assigning the Mortgage from Bank of America to Bayview.

20. On April 10, 2017, the Bankruptcy Court issued an Order of Discharge in favor of Plaintiffs. The Bankruptcy Court order specifically excluded from discharge, however, any debt provided for under 11 U.S.C. § 1322(b)(5), such as Plaintiffs' Mortgage. The applicable language of the Order is set forth below:

Most debts are discharged
Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts provided for by the chapter 13 plan.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

Some debts are not discharged
Examples of debts that are not discharged are:

- debts provided for under 11 U.S.C. § 1322(b)(5) and on which the last payment or other transfer is due after the date on which the final payment under the plan was due;

21. The Mortgage owed to Bayview has not been discharged and is not subject to discharge under 11 U.S.C. § 1328(a)(1). See, *In re Duke*, 447 B.R. 365 (Bankr. M.D. Ga. 2011).

22. Accordingly, Plaintiffs have continued to make, and Bayview has continued to service and accept, Plaintiffs' Mortgage payments post-discharge.

The Consumer Data Industry Association and Metro 2 Credit Reporting Standards

The CDIA has Imposed Rigorous Industry Standards to Ensure FCRA Compliance.

23. The reporting of consumer credit information, by credit reporting agencies ("CRAs") and data furnishers, is the foundation of credit risk scoring and impacts the financial lives of consumers in innumerable ways, including the availability and cost of credit, housing opportunities, leasing prospects, insurance availability and cost, utility service, and even employment. Between two and three million consumer reports are issued by credit bureaus each day. See, *http://www.cdiaonline.org/about.cfm.*

24. The Consumer Data Industry Association ("CDIA") is an international trade association, representing over 140 members involved in credit reporting, mortgage reporting, check verification, tenant and employment screening, collection

services, and fraud verification services, and the CDIA is active in both federal and state legislative affairs, public relations, education, and the promulgation of industry standards.

25. Because consumer credit reporting information is such sensitive data that has far reaching implications for most, if not all, consumers, the CDIA works together with CRAs to develop, maintain and enhance industry-standard reporting formats and guidelines.

26. To further assist CRAs and data furnishers with performing their due diligence and reporting accurate, complete, and timely data, in satisfaction of the FCRA's legal requirements, the CDIA offers extensive training, education, and support to CRAs and data furnishers.

27. The CDIA's extensive training and support offerings include FCRA certification programs for both CRAs and data furnishers, to assist each in maintaining compliance with FCRA regulations.

28. Because standardized methods are of paramount importance to the accurate, complete and timely reporting of consumer credit data, the CDIA can and will revoke FCRA certification for failure to adhere to the standards set by the CDIA.

29. In cooperation with the major CRAs, CDIA publishes the Metro 2 ("Metro 2") reporting standards to assist furnishers with their compliance requirements under the FCRA. CDIA's reporting products are used in more than nine billion transactions each year. See, *http://www.cdiaonline.org/about/index.cfm?unItemNumber=515*

30. The Metro 2 Format Task Force is comprised of representatives from Equifax, Experian, Innovis, and TransUnion, and is supported by the CDIA. Metro 2 Format Task Force's mission is to provide a standardized method for the reporting of accurate, complete and timely data, and has developed the Metro 2 standards. *Id.*

31. In order to ensure compliance with the FCRA, and in furtherance of its mission, the Metro 2 Format Task Force has developed an industry standard (the "Metro 2 standard") for reporting consumer accounts that "will ensure the integrity and consistency of the credit information being reported."

32. 15 U.S.C. § 1681e(b) requires consumer reporting agencies to follow reasonable procedures to assure maximum possible accuracy of information concerning the individual about whom a report relates. Further, 15 U.S.C. § 1681s-2(a)(2) requires furnishers of information to regularly correct and update the

information they previously provided to consumer reporting agencies, to make sure the information is complete and accurate.

33. The uniform adoption and implementation of the Metro 2 standards is the primary vehicle by which CRAs and furnishers ensure that they are in compliance with their duties to ensure that they maintain complete and accurate information under the FCRA.

34. The Metro 2 standards provide uniformity in the reporting and interpretation of credit data, including credit risk scoring.

35. The Metro 2 standards are documented in the Credit Reporting Resource Guide ("CRRG"), an industry-standard publication produced and distributed by the CDIA. (All references to the CRRG herein are to the 2015 edition; a copy of the cited portions has been attached hereto as Exhibit A.)

36. As an integral aspect of its duties under the FCRA, Equifax is required to have in place adequate and reasonable policies and procedures to assure the maximum possible accuracy of information concerning individuals about whom Equifax produces reports; the requirement to maintain reasonable procedures extends to Equifax's handling and reinvestigation of disputed information.

37. At all times relevant hereto, Equifax adopted and implemented the Metro 2 format as a means of fulfilling its aforementioned duties under the FCRA.

38. At all times relevant hereto, Equifax has required all entities to whom it grants consumer information reporting rights and access to adhere to the Metro 2 reporting guidelines as a condition of such ability and access.

The Industry Has Developed Broadly-Adopted Electronic Scoring and Reporting Systems that Themselves Depend on Metro 2

39. Equifax, in conjunction with the other major credit reporting agencies, developed a browser-based software system that allows the credit reporting agencies to electronically notify furnishers of disputed credit reporting and for furnishers to respond to such disputes following investigation. The system is commonly referred to as e-OSCAR and was designed to be Metro 2 compliant. See *http://www.e-oscar.org/*.

40. The Fair Isaac Corporation credit risk scoring system, commonly referred to as FICO, is the leading credit scoring system, and utilizes data reported by credit reporting agencies and furnishers which are, ostensibly, in compliance with Metro 2 standards.

41. FICO scores are calculated from five main categories of credit data in a consumer's credit report. Those categories, and their weighted importance, are as

follows: payment history accounts for 35% of a consumer's FICO score; debt/amounts owed accounts for 30% of a consumer's FICO score; age/length of credit history accounts for 15% of a consumer's FICO score; new credit/recent inquiries accounts for 10% of a consumer's FICO score; and, mix of accounts/types of credit accounts for 10% of a consumer's FICO score.

See, *http://www.myfico.com/credit-education/whats-in-your-credit-score/* , and *http://www.myfico.com/CreditEducation/New-Credit.aspx*

Viewers of Credit Reports Presume Compliance with the Metro 2 Standards; Departures from the Standards are Therefore Inherently Misleading.

42. The CRRG and the Metro 2 guidelines have been uniformly adopted across the credit reporting industry.

43. All entities which contribute to consumer reports have agreed to comply with the Metro 2 guidelines, which are accepted by "all consumer reporting agencies; likewise, consumer reporting agencies require their furnishers to comply with the Metro 2 guidelines as a condition of their agreements. CRRG at 2-1.

44. Given the universal adoption of Metro 2, a creditor or other entity performing risk scoring or other functions using the data provided in a consumer report

will view the report in the light of the guidelines, and reasonably presume that the information reported is in compliance with industry standards.

45. As a result, the failure on the part of a CRA and/or a furnisher to adhere to the accepted Metro 2 standards increases the probability of a reported item being false or materially misleading to viewers of consumer reports, as those users assume that the information in the consumer reports is being reported in compliance with Metro 2 standards, and thus interpret that information accordingly

46. Thus, the failure on the part of a CRA and/or a furnisher to adhere to the Metro 2 standards in consumer credit reporting adversely affects consumers, as it causes inconsistent, misleading, and/or incorrect interpretation of information regarding consumers.

47. The failure on the part of a CRA and/or a furnisher to adhere to the accepted Metro 2 standards can itself support a finding of willful violation as described by 15 U.S.C. § 1681n when that failure results in a report that is false, incomplete, and misleading.

48. Further, the failure to adhere to the Metro 2 format, and/or the failure to follow the guidance of regulatory and industry sources, such as the CDIA, is evidence

of willfulness of an FCRA violation under 15 U.S.C. § 1681n(a). *See, Gillespie v. Equifax Info. Servs., LLC*, No. 05C138, 2008 WL 4316950, at *8 (N.D. Ill. Sept. 15, 2008).

49. Defendant has actual knowledge that entities reviewing consumer credit reports reasonably presume that the Defendant has complied with the Metro 2 standards.

The Metro 2 Guidelines Mandate Regular Monthly Reporting of All Accounts

50. It is axiomatic that in the world of consumer credit information reporting that as long as a consumer credit account is open, every month some piece of information regarding that account/consumer is going to change – interest continues to accrue, consumers make payments, etc.

51. Accordingly, as part of the industry standard Metro 2 standards and guidelines, the Metro 2 Format Task Force has declared, "All accounts *must be reported on a monthly basis*." [Emphasis added] CRRG at 2-2.

52. Because consumer credit information changes monthly, failure to update that information on a monthly basis, yet still publishing reports containing the

previously reported information without updates, means that the information being reported is almost certainly incomplete and inaccurate.

53. Further, the failure to update account information can negatively affect a consumer's FICO score. For example, failure to appropriately report payments on an account – the credit payment history – can negatively affect a consumer's FICO score, as credit payment history determines 35% of a FICO score.

The Significance of the Consumer Information Indicator

54. Of particular importance in reporting under the Metro 2 standards is the Consumer Information Indicator ("CII"), a single-character code which indicates an account's status in relation to a consumer bankruptcy.

55. Furnishers and CRAs are required to update the CII code when a petition for bankruptcy is filed, and again when the bankruptcy is discharged, dismissed, or withdrawn.

56. The reporting of a proper CII code for a consumer's account ensures that the tradeline for that account accurately discloses that account's relationship to the bankruptcy case, and can suppress other statements about the account (i.e. "in

collections", "charged off") which are inconsistent with the account's status in relation to the bankruptcy and the protection of applicable bankruptcy law.

57. While furnishers sometimes report derogatory information about an account during and after a bankruptcy, the reporting of an accurate CII code ensures that if such derogatory information is reported, it is either withheld from viewers of the report, or placed in its proper context relative to the consumer's bankruptcy.

58. This is especially important, as consumers are required to list all of their debts when filing for bankruptcy, however not all debts/accounts are dischargeable by consumer bankruptcy.

59. The failure to report an accurate CII code for an account which was discharged in bankruptcy, or for an account which is included in an active bankruptcy, can lead to a consumer's report containing derogatory information which would otherwise not be visible to viewers of the report, and thus renders the report misleading, as viewers of the report would not be aware that the account was discharged or is included in an active bankruptcy.

60. Similarly, where an account which *was not* discharged or dischargeable in bankruptcy is reported with an incorrect CII indicator, the consumer's report can

falsely indicate that the account is subject to a bankruptcy discharge, and suppress the consumer's positive history of making payments toward the account.

61. As credit payment history determines 35% of a consumer's FICO score, the suppression of positive payment history negatively affects a consumer's FICO score.

62. These false impressions become even greater in the light of the universally adopted Metro 2 standards, which require that an account subject to a pending bankruptcy or discharged by a bankruptcy be identified as such.

63. Since the broadly adopted industry standard requires disclosure of a pending bankruptcy, the absence of such a disclosure inherently misleads a viewer into believing that the account is not included in bankruptcy and thus is not subject to the protection of applicable bankruptcy law.

Factual Allegations Derived from Reporting to and by Equifax on Phil Rowland

64. On or about June 17, 2017, Mr. Rowland obtained a copy of his consumer report as published by Equifax.

65. That report contained erroneous information as published and reported by Equifax.

66. Specifically, the report shows the Mortgage as having a $0.00 balance and a last payment date of October 2011.

67. The relevant portion of the Bayview tradeline appeared in the July 17, 2017, Equifax report as follows:

Bayview Loan Servicing *4425 Ponce De Leon Blv Coral Gables FL 33146-1837 : (800) 457-5105*

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
628000097*	09/23/2005					37		

Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
10/28/2011	$0	$0	10/2011			10/2011		09/2011					

Status - Included In Wage Earner Plan; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13; Real Estate Mortgage; Fixed Rate; Bankruptcy Completed;

(Remaining portion of tradeline omitted.)

68. Because the balance of the Mortgage owing to Bayview is not $0.00, and because Plaintiffs' Mortgage owing to Bayview was not discharged in bankruptcy, and because Plaintiffs continue to make payments to Bayview, the information described above was both false and misleading.

69. Further, the specific reporting described above was in derogation of accepted industry standards for reporting the account as set forth by the CDIA and Metro 2 and as adopted by Equifax. See e.g., 2015 CDIA Credit Reporting Resource Guide ("2015 Metro 2").

70. In a letter dated August 21, 2017, Mr. Rowland disputed the inaccurate and misleading information directly to Equifax and advised Equifax that the Mortgage was included in Plaintiffs' Bankruptcy Case but was not discharged and is reporting incorrectly as to the current status, payment history, and balance. The relevant portion of Mr. Rowland's dispute is reproduced below:

Phil Rowland
2848 Stockbridge Way
Dacula, Georgia 30019

August 21, 2017

Equifax Information Services LLC
P.O. Box 105314
Atlanta, Georgia 30348

Re:	SSN:	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
	My Date of Birth:	November 4, 1938
	Date of Bankruptcy Filing:	October 28, 2011
	Case Number:	11-80993

To Whom it May Concern:

On June 17, 2017, I reviewed my credit report as published by your company. I have identified an item which is being reported incorrectly and that is harming my credit rating. Please review the following incorrect item and make the appropriate corrections and then send me a complete copy of my updated credit file. Bayview Loan Servicing, 4425 Ponce De Leon Blv, Coral Gables, Florida 33146, Acct. No.: 628000097*. This mortgage account is reporting incorrectly as to the current status, payment history and balance. The account was included in my Bankruptcy case described above. But the account was not discharged. The balance is not $0 and I continue to make payments per the terms of the account. It is a long-term debt, as the account indicates, and falls under § 1322(b)(5) of the bankruptcy code. I have included my confirmed plan listing this account in the mortgages section, a copy of the payoff statement, and a copy of the Bankruptcy Court Discharge Order, highlighted, so that so that you can verify its exception from Discharge. Please forward these documents to the furnisher, confirm my balance and payments and correct this report.

Thank you and I look forward to your immediate reply.

Sincerely,

Phil Rowland

71. In support of Mr. Rowland's dispute and to assist Equifax's investigations, Mr. Rowland included with his dispute the following documents: a

copy of Plaintiffs' Confirmed Chapter 13 Plan, showing the Mortgage as long-term debt and thus exempt from discharge under 11 U.S.C. § 1328(a)(1); a copy of the discharge order exempting debts such as that held by Bayview from discharge; and a recent payoff statement showing the continuation of Plaintiffs' obligation.

72. Pursuant to 15 U.S.C. § 1681i, Equifax had a duty to notify Bayview of Mr. Rowland's dispute within five business days of receiving the dispute, to forward the attached documents for Bayview's review, to conduct a reasonable reinvestigation of the disputed information, and to correct the tradeline or delete it from Mr. Rowland's consumer file.

73. Upon information and belief, Equifax failed to notify Bayview and to provide the supporting documents, as required by 15 U.S.C. § 1681i.

74. In a document dated August 31, 2017, Equifax advised Mr. Rowland that it had researched the dispute, and provided a "revised report" that reflected its findings. Equifax provided a copy of the tradeline as reported "post-investigation", which reproduced the errors identified by Mr. Rowland in his original dispute letter.

75. Specifically, the Bayview tradeline appeared in the revised August 31, 2017, Equifax report as follows:

Bayview Loan Servicing 4425 Ponce De Leon Blvd 5T Coral Gables FL 33146-1837 : (800) 457-5105

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
628000097*	09/23/2005	$0	$0			37		

Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
10/28/2011	$0	$0	10/2011	$0	$0	10/2011		09/2011	$0		$0		

Status - Included In Wage Earner Plan; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13; Real Estate Mortgage; Fixed Rate; Bankruptcy Completed;

76. Equifax's post-investigation reporting is false and misleading.

77. Equifax's post-investigation reporting is in derogation of the Metro 2 reporting standards, and that departure and failure to adhere to the adopted guidelines renders the reporting both false and materially misleading, as users of consumer reports assume Equifax's compliance with Metro 2 standards in reporting consumer information.

78. There is no indication in the tradeline of the "verified" report that Mr. Rowland has disputed the information reported and published by Equifax. The failure to note the legitimate dispute by Mr. Rowland of the relevant tradeline renders the reporting materially misleading.

Factual Allegations Derived from Reporting to and by Equifax on Alberta Rowland

79. On or about June 17, 2017, Ms. Rowland obtained a copy of her consumer report as published by Equifax.

80. That report contained erroneous information as published and reported by Equifax.

81. Specifically, the report shows the Mortgage as having a $0.00 balance and a last payment date of October 2011.

82. The relevant portion of the Bayview tradeline appeared in the July 17, 2017, Equifax report as follows:

Bayview Loan Servicing 4425 Ponce De Leon Blv Coral Gables FL 33146-1837 : (800) 457-5105

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
628000097*	09/23/2005					37		

Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
10/28/2011	$0	$0	10/2011			10/2011		09/2011					

Status - Included In Wage Earner Plan; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13; Real Estate Mortgage; Fixed Rate; Bankruptcy Completed;

(Remaining portion of tradeline omitted.)

83. Because the balance of the Mortgage owing to Bayview is not $0.00, and because Plaintiffs' Mortgage owing to Bayview was not discharged in bankruptcy, and because Plaintiffs continue to make payments to Bayview, the information described above was both false and misleading.

84. Further, the specific reporting described above was in derogation of accepted industry standards for reporting the account as set forth by the CDIA and

Metro 2 and as adopted by Equifax. See e.g., 2015 CDIA Credit Reporting Resource Guide ("2015 Metro 2").

85. In a letter dated August 21, 2017, Ms. Rowland disputed the inaccurate and misleading information directly to Equifax and advised Equifax that the Mortgage was included in Plaintiffs' Bankruptcy Case but was not discharged and is reporting incorrectly as to the current status, payment history, and balance. The relevant portion of Ms. Rowland's dispute is reproduced below:

Alberta Rowland
2848 Stockbridge Way
Dacula, Georgia 30019

August 21, 2017

Equifax Information Services LLC
P.O. Box 105314
Atlanta, Georgia 30348

Re:	SSN:	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
	My Date of Birth:	January 22, 1939
	Date of Bankruptcy Filing:	October 28, 2011
	Case Number:	11-80993

To Whom it May Concern:

On June 17, 2017, I reviewed my credit report as published by your company. I have identified an item which is being reported incorrectly and that is harming my credit rating. Please review the following incorrect item and make the appropriate corrections and then send me a complete copy of my updated credit file. Bayview Loan Servicing, 4425 Ponce De Leon Blv, Coral Gables, Florida 33146, Acct. No.: 628000097*. This mortgage account is reporting incorrectly as to the current status, payment history and balance. The account was included in my Bankruptcy case described above. But the account was not discharged. The balance is not $0 and I continue to make payments per the terms of the account. It is a long-term debt, as the account indicates, and falls under § 1322(b)(5) of the bankruptcy code. I have included my confirmed plan listing this account in the mortgages section, a copy of the payoff statement, and a copy of the Bankruptcy Court Discharge Order, highlighted, so that so that you can verify its exception from Discharge. Please forward these documents to the furnisher, confirm my balance and payments and correct this report.

Thank you and I look forward to your immediate reply.

Sincerely,

Alberta Rowland

86. In support of Ms. Rowland's dispute and to assist Equifax's investigations, Ms. Rowland included with her dispute the following documents: a

copy of Plaintiffs' Confirmed Chapter 13 Plan, showing the Mortgage as long-term debt and thus exempt from discharge under 11 U.S.C. § 1328(a)(1); a copy of the discharge order exempting debts such as that held by Bayview from discharge; and a recent payoff statement showing the continuation of Plaintiffs' obligation.

87. Pursuant to 15 U.S.C. § 1681i, Equifax had a duty to notify Bayview of Ms. Rowland's dispute within five business days of receiving the dispute, to forward the attached documents for Bayview's review, to conduct a reasonable reinvestigation of the disputed information, and to correct the tradeline or delete it from Ms. Rowland's consumer file.

88. Upon information and belief, Equifax failed to notify Bayview and to provide the supporting documents, as required by 15 U.S.C. § 1681i.

89. In a document dated August 28, 2017, Equifax advised Ms. Rowland that it had researched the dispute, and provided a "revised report" that reflected its findings. Equifax provided a copy of the tradeline as reported "post-investigation", which reproduced the errors identified by Ms. Rowland in her original dispute letter.

90. Specifically, the Bayview tradeline appeared in the revised August 28, 2017, Equifax report as follows:

Bayview Loan Servicing 4425 Ponce De Leon Blvd 5T Coral Gables FL 33146-1837 : (800) 457-5105

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification
628000097*	09/23/2005	$0	$0			37		

Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
10/28/2011	$0	$0	10/2011	$0	$0	10/2011		09/2011	$0		$0		

Status - Included In Wage Earner Plan; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Bankruptcy Chapter 13; Real Estate Mortgage; Fixed Rate; Bankruptcy Completed;

91. Equifax's post-investigation reporting is false and misleading.

92. Equifax's post-investigation reporting is in derogation of the Metro 2 reporting standards, and that departure and failure to adhere to the adopted guidelines renders the reporting both false and materially misleading, as users of consumer reports assume Equifax's compliance with Metro 2 standards in reporting consumer information.

93. There is no indication in the tradeline of the "verified" report that Ms. Rowland has disputed the information reported and published by Equifax. The failure to note the legitimate dispute by Ms. Rowland of the relevant tradeline renders the reporting materially misleading.

Damages

94. Equifax's reporting breached its duties as described herein.

95. Equifax had actual notice that the information it was reporting regarding Plaintiffs and the Mortgage was false, deceptive, and misleading.

96. Equifax failed to correct its false, deceptive, and misleading reporting as described herein.

97. Equifax continued to report the false, deceptive, and misleading information regarding Plaintiffs and the Mortgage.

98. Equifax failed to comply with the requirements of 15 U.S.C. § 1681i as a matter of policy, pattern and practice.

99. Accordingly, Equifax's conduct was willful.

100. Upon information and belief, Equifax has published the false and misleading information regarding Plaintiffs to third parties.

101. As a result of Equifax's willful actions and omissions, Plaintiffs are eligible for statutory damages.

102. Realizing that Equifax has, in effect, deprived Plaintiffs of years of positive credit reporting on the most important account Plaintiffs have, and that Equifax continues to do so as a result of its failures to comply with the statutory requirements of 15 U.S.C. § 1681 et seq., Plaintiffs have experienced worry, frustration and anxiety that interfere with their activities of daily living and adversely affect their interpersonal relationships.

103. As a result of Equifax's actions and omissions, Plaintiffs' actual damages also include the illegitimate suppression of their Fair Isaac Corporation ("FICO") credit scores and other credit rating modeling scores.

104. Equifax's failures to correct and clear the inaccuracies in Plaintiffs' reports creates a material risk of financial harm to Plaintiffs stemming from the decreased perception of Plaintiffs' credit-worthiness.

CAUSES OF ACTION

COUNT I

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT 15 U.S.C. §§ 1681e(b) and 1681i – Equifax Information Services, LLC (Phil Rowland)

105. Plaintiffs incorporate by reference paragraphs 1 through 68 and 80 through 90 as though fully stated herein.

106. Pursuant to 15 U.S.C. § 1681e(b), Equifax is responsible for following reasonable procedures to assure maximum possible accuracy of information whenever it prepares consumer reports.

107. Equifax's duty under 15 U.S.C. § 1681e(b) extends to reinvestigation reports and consumer disclosures.

108. Pursuant to 15 U.S.C. § 1681i(a)(1)(A), Equifax had an affirmative duty to independently investigate the dispute submitted by Mr. Rowland.

109. Pursuant to 15 U.S.C. § 1681i(a)(2), Equifax was required to communicate the specifics of Mr. Rowland's dispute to Bayview, including the forwarding of any documents provided by Mr. Rowland in support of that dispute.

110. A consumer reporting agency's reasonable reinvestigation must be a good faith effort to ascertain the truth; a reasonable reinvestigation must answer the substance of the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

111. In order to conduct a reasonable reinvestigation, and pursuant to 15 U.S.C. § 1681i(a)(4), Equifax was required to review and consider all relevant information submitted by Mr. Rowland.

112. Mr. Rowland's dispute was clear and unambiguous as to the inaccuracies of Equifax's reporting.

113. Mr. Rowland provided all the relevant information necessary for Equifax to reinvestigate and correct the inaccuracies in its reporting.

114. Equifax breached its duties as described herein.

115. If Equifax had conducted a reasonable reinvestigation of Mr. Rowland's dispute, Equifax would have reviewed and considered all of the information Mr. Rowland submitted in his dispute letter and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

116. If Equifax had conducted a reasonable reinvestigation of Mr. Rowland's dispute, the tradeline on Mr. Rowland's Equifax consumer report would have been appropriately corrected.

117. Due to Equifax's failures to follow reasonable procedures to assure maximum possible accuracy of information and failures to conduct a reasonable reinvestigation of Mr. Rowland's dispute, the false and misleading information in Mr. Rowland's credit file and on Mr. Rowland's Equifax report was not appropriately modified.

118. Equifax had all the information necessary to correct its reporting. Yet, Equifax failed to correct the information in the face of clear evidence that its reporting was false and misleading. The failure indicates that Equifax's review procedures were not reasonable.

119. The fact that Equifax had all the information necessary to correct its reporting, yet failed to do so in an appropriate manner, further indicates that Equifax recklessly disregarded Mr. Rowland's dispute and the requirements of the FCRA, amounting to a willful violation of the statute.

120. Equifax willfully, or in the alternative negligently, violated 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure the maximum possible accuracy of information concerning Mr. Rowland in his consumer reports, in reckless disregard of the statutory requirements, Mr. Rowland's dispute, and the publicly recorded Bankruptcy Case filings.

121. Equifax willfully, or in the alternative negligently, violated 15 U.S.C. § 1681i in multiple ways, including without limitation, by failing to conduct a reasonable reinvestigation of Mr. Rowland's dispute, and by failing thereafter to appropriately modify information in his file and on his consumer report in reckless disregard of the statutory requirements, Mr. Rowland's dispute, and the publicly recorded Bankruptcy Case filings.

122. As a result of Equifax's violations of 15 U.S.C. §§ 1681e(b) and 1681i, Mr. Rowland has suffered actual damages as described herein. Mr. Rowland is,

therefore, entitled to recover actual damages from Equifax pursuant to 15 U.S.C. §§ 1681n and 1681o.

123. Equifax's actions and omissions were willful, rendering Equifax liable to Mr. Rowland for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

124. Mr. Rowland is entitled to recover costs and attorneys' fees from Equifax pursuant to 15 U.S.C. §§ 1681n and 1681o.

COUNT II

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. §§ 1681e(b) and 1681i – Equifax Information Services, LLC
(Alberta Rowland)

125. Plaintiffs incorporate by reference paragraphs 1 through 63 and 79 through 104 as though fully stated herein.

126. Pursuant to 15 U.S.C. § 1681e(b), Equifax is responsible for following reasonable procedures to assure maximum possible accuracy of information whenever it prepares consumer reports.

127. Equifax's duty under 15 U.S.C. § 1681e(b) extends to reinvestigation reports and consumer disclosures.

128. Pursuant to 15 U.S.C. § 1681i(a)(1)(A), Equifax had an affirmative duty to independently investigate the dispute submitted by Ms. Rowland.

129. Pursuant to 15 U.S.C. § 1681i(a)(2), Equifax was required to communicate the specifics of Ms. Rowland's dispute to Bayview, including the forwarding of any documents provided by Ms. Rowland in support of that dispute.

130. A consumer reporting agency's reasonable reinvestigation must be a good faith effort to ascertain the truth; a reasonable reinvestigation must answer the substance of the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

131. In order to conduct a reasonable reinvestigation, and pursuant to 15 U.S.C. § 1681i(a)(4), Equifax was required to review and consider all relevant information submitted by Ms. Rowland.

132. Ms. Rowland's dispute was clear and unambiguous as to the inaccuracies of Equifax's reporting.

133. Ms. Rowland provided all the relevant information necessary for Equifax to reinvestigate and correct the inaccuracies in its reporting.

134. Equifax breached its duties as described herein.

135. If Equifax had conducted a reasonable reinvestigation of Ms. Rowland's dispute, Equifax would have reviewed and considered all of the information Ms. Rowland submitted in her dispute letter and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

136. If Equifax had conducted a reasonable reinvestigation of Ms. Rowland's dispute, the tradeline on Ms. Rowland's Equifax consumer report would have been appropriately corrected.

137. Due to Equifax's failures to follow reasonable procedures to assure maximum possible accuracy of information and failures to conduct a reasonable reinvestigation of Ms. Rowland's dispute, the false and misleading information in Ms. Rowland's credit file and on Ms. Rowland's Equifax report was not appropriately modified.

138. Equifax had all the information necessary to correct its reporting. Yet, Equifax failed to correct the information in the face of clear evidence that its reporting was false and misleading. The failure indicates that Equifax's review procedures were not reasonable.

139. The fact that Equifax had all the information necessary to correct its reporting, yet failed to do so in an appropriate manner, further indicates that Equifax recklessly disregarded Ms. Rowland's dispute and the requirements of the FCRA, amounting to a willful violation of the statute.

140. Equifax willfully, or in the alternative negligently, violated 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure the maximum possible accuracy of information concerning Ms. Rowland in her consumer reports, in reckless disregard of the statutory requirements, Ms. Rowland's dispute, and the publicly recorded Bankruptcy Case filings.

141. Equifax willfully, or in the alternative negligently, violated 15 U.S.C. § 1681i in multiple ways, including without limitation, by failing to conduct a reasonable reinvestigation of Ms. Rowland's dispute, and by failing thereafter to appropriately modify information in her file and on her consumer report in reckless disregard of the statutory requirements, Ms. Rowland's dispute, and the publicly recorded Bankruptcy Case filings.

142. As a result of Equifax's violations of 15 U.S.C. §§ 1681e(b) and 1681i, Ms. Rowland has suffered actual damages as described herein. Ms. Rowland is,

therefore, entitled to recover actual damages from Equifax pursuant to 15 U.S.C. §§ 1681n and 1681o.

143. Equifax's actions and omissions were willful, rendering Equifax liable to Ms. Rowland for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

144. Ms. Rowland is entitled to recover costs and attorneys' fees from Equifax pursuant to 15 U.S.C. §§ 1681n and 1681o.

TRIAL BY JURY

Plaintiffs are entitled to and hereby request a trial by jury.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Equifax for:

a.) Plaintiffs' actual damages;

b.) Punitive and/or statutory damages, pursuant to 15 U.S.C. § 1681n;

c.) Reasonable attorney's fees and costs, pursuant to 15 U.S.C. §§ 1681n and/or 1681o; and

d.) Such other and further relief as may be just and proper.

Respectfully submitted this 16th day of October, 2017.

BERRY & ASSOCIATES

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